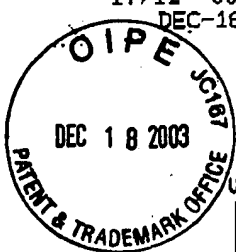


EXPRESS MAIL NO. EV336615018US

Approved for use through 11/30/2005, OMB 0651-0035
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REVOCATION OF POWER OF ATTORNEY and APPOINTMENT OF NEW POWER OF ATTORNEY	Application Number	09/029,823
	Filing Date	August 13, 2001
	First Named Inventor	Ulrich F. Buddenmeier
	Art Unit	
	Examiner Name	
	Attorney Docket Number	930114.425

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners at Customer Number: **00500**

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☒ Please change the correspondence address for the above-identified application to:☒ The address associated with Customer Number **00500**

OR

<input type="checkbox"/> Firm or Individual Name					
Address					
Address					
City					
Country		State		ZIP	
Telephone		Fax			

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

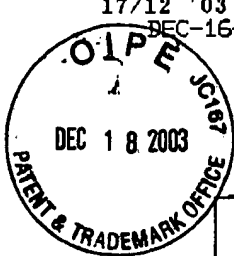
Name	Neil McGee, Director of Vidiator Enterprises Inc.
Signature	
Date	16 December 2003

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 1 form is submitted.

This collection of information is required by 37 CFR 1.06. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

434264_1.DOC [9-03]

EXPRESS MAIL NO. EV336615018US
PTO/SB/96 (08-03)Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Ulrich F. Buddenmeier et al.Application No./Patent No.: 09/929,823Filed/Issue Date: August 13, 2001Entitled: METHOD FOR MAPPING FACIAL ANIMATION VALUES TO HEAD MESH POSITIONSVidiator Enterprises Inc.

(Name of Assignee)

a

corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____%

In the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above.
The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Ulrich F. Buddenmeier et al. To: Eyematic Interfaces, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 012592, Frame 0729, or for which a copy thereof is attached.

2. From: Eyematic Interfaces Inc. To: Vidiator Enterprises Inc.

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title noted in B above are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

16 December 2003

Date

206-622-4900

Telephone Number

Nail McGee

Typed or printed name


SignatureDirector of Vidiator Enterprises Inc.

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1460, Alexandria, VA 22313-1460, DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1460, Alexandria, VA 22313-1460.

Docket No. 930114.425

434252_1.DOC

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[Exhibit C-1, APA]

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment") is effective as of the Closing Date (as defined in the Asset Purchase Agreement (as defined below)) by and between Eyematic Interfaces Inc., a California corporation ("Assignor") and Vidiator Enterprises Inc., a Bahamas company ("Assignee"). Capitalized terms used herewith but not defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of August 29, 2003 between Assignor and Assignee, (the "Asset Purchase Agreement"), Assignor has agreed to assign and transfer to Assignee, among other things, certain intellectual property;

WHEREAS, in order to further effect the assignment and transfer of such intellectual property, Assignee has requested that Assignor execute and deliver to Assignee this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Subject to the terms of the Asset Purchase Agreement, Assignor agrees to and hereby does assign, sell, transfer, grant and convey to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the following (collectively, the "Purchased Assets"):

(a) the software listed in Schedule 1 hereto (in Object Code format and Source Code format) and all existing documentation (collectively, the "Software"), provided that any third party software integrated with or otherwise included with the Software shall only be sold, transferred, conveyed, assigned, licensed or delivered to the Purchaser to the extent that the Seller has the legal right to do so under a license;

(b) the Patents and applications for Patents listed in Schedule 2 hereto;

(c) the Copyrights, Trade Secrets and any other intellectual property rights, if any, in the Software;

(d) the Trademarks listed in Schedule 3;

(e) the domain names listed in Schedule 4 hereto (together with the items described in Section 1(c) and (d) above, the "Purchased IP Assets");

(f) the contracts listed in Schedule 5 hereto (collectively, the "Contracts");

(g) all income, royalties, damages and payments due at the Closing or thereafter under any of the Contracts, if any, with respect to the Purchased Assets, except

from Seller, its successors, assigns and licensees (including, without limitation, rights to damages and payments for past or present infringements or misappropriations of any Purchased IP Assets) in all countries;

(h) all causes of action, demands, judgments, claims (including insurance claims), indemnity rights, rights to set-off against other parties or other similar rights of Seller against other parties relating primarily to the Purchased Assets, except from Seller, its successors, assigns and licensees;

(i) all patent prosecution files pertaining to the Patents listed in Schedule 2;

(j) all existing rights under express or implied warranties from suppliers with respect to the Purchased Assets at the time of the Closing only to the extent these rights are assignable;

(k) all goodwill associated with the Purchased Assets, together with the right to represent to third parties that Purchaser is the acquiror of the Purchased Assets; and

(l) all existing shrink-wrapped object code copies of the FaceStation Application.

2. Assignor authorizes and requests the United States Patent and Trademark Office and/or head of any foreign patent office to issue all patent registrations which may issue on any applications for any Patents to Assignee, its successors and assigns, in accordance with this Assignment.

3. Assignor authorizes and requests the Registrar of Copyrights and/or head of any foreign Copyright Office to issue all copyright registrations which may issue on any applications for any Copyrights to Assignee, its successors and assigns, in accordance with this Assignment.

4. Assignor authorizes and requests the United States Patent and Trademark Office and/or head of any foreign Trademark Office to issue all trademark/service mark registrations which may issue on any applications for any trademark/service marks or any portion thereof to Assignee, its successors and assigns, in accordance with this Assignment.

5. Promptly upon the request of Assignee, Assignor shall execute such documents and perform such actions as may be necessary to perfect the assignment of rights contained in this Assignment.

6. Nothing herein shall affect, or be deemed to affect, the representations, warranties, covenants, and indemnities contained in the Asset Purchase Agreement.

7. For the purposes of this Assignment, the following terms shall have the following meanings:

"Intellectual Property Rights" means all and any of the following and all rights in, arising out of or associated therewith: Patents; Copyrights; Trademarks, Trade Secrets, and any other intellectual property rights.

"Patents" means all U.S. and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof.

"Copyrights" means all U.S. and foreign registered copyrights, mask work rights, mask work registrations, copyright applications and unregistered copyrights.

"Trademarks" means all U.S. and foreign trademarks, common law trademark rights, service marks, trade dress, logos, trade names, corporate names, all rights arising from the use of or existing in connection with domain names, and all goodwill associated with the foregoing, and all registrations and applications for registration of any of the foregoing.

"Trade Secrets" means all worldwide trade secret rights and other rights in know how and confidential or proprietary information.

"Source Code" means software in human-readable form, including high-level language program listings, flowcharts, schematics, and logic diagrams and associated documentation.

All other terms used but not defined herein shall have the meanings ascribed to under the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized corporate officer on this 29th day of August, 2003.

EYEMATIC INTERFACES INC.

By:

Name:

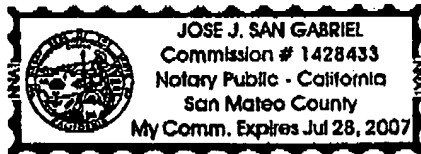
Title:


Thomas M. Colby

Chief Executive Officer

[Signature Page to Intellectual Property Rights Assignment]

On this 29th day of August, 2003, personally appeared before me, the undersigned Notary, THOMAS M. COLO who acknowledged to me under oath that he is the Chief Executive Officer for Eyematic Interfaces Inc., and that he verifies the foregoing Intellectual Property Rights Assignment for and on behalf of said Eyematic Interfaces Inc.; that he is duly authorized to do so; that the facts stated therein have been assembled by authorized employees and counsel for said Eyematic Interfaces Inc.; and that the allegations therein are true and correct to the best of his knowledge, information, and belief.



(SEAL)

Signature of Notary

JOSE J. SAN GABRIEL

(Name of notary typed, stamped, or printed)

Notary Public

My commission expires

July 28, 2007

Schedule 1
Software

The Software is comprised of the following

Applications and utilities include:

- Source Code and Object Code (all versions, updates, modifications, changes, derivatives and ports, including those currently under development); and
- Existing documentation, including, but not limited to, API documentation, user manuals, reference manuals, engineer notebooks, and build notes.
- Seller further represents to Purchaser and Purchaser acknowledges that the listed Software is comprised of some fully developed software applications as well as some demonstration only level applications which cannot perform to the standard of a software application.

Item	Product	Description
1	xPression, excluding all Machine Vision Technology and any code developed by Pulse Entertainment Inc. incorporated therein	Consumer level Rich Media creation and animation application.
2	Junior Animator, excluding all Machine Vision Technology and any code developed by Pulse Entertainment Inc. incorporated therein	Consumer level Rich Media animation and chat application.
3	MMS Authoring	Consumer level speech-to-Rich Media MMS content creation application.
4	Web Based Rich Media Editing Utilities	A collection of utilities that enable users to create and edit Rich Media using any third party internet browser application.
5	SHOUT Messenger	Application for creating Rich Media MMS messages on mobile devices.
6	3D rendering engines, including: <ul style="list-style-type: none"> • ERK (C++) • Whisper (C++) 	3D rendering applications.

	<ul style="list-style-type: none"> • JWhisper (Java) 	
7	Communications backend (under development)	Multi-featured backend communication suite. Includes chat rooms, bulletin boards, store and forward, IM, mobile proxy.
8	Content vending machine (under development)	Part of 3 rd generation SHOUT messenger. Ability to update messenger and supports transcoding of Rich Media to specific device profiles.
9	<p>Demonstration games, applications, and video clips, including but not limited to:</p> <ul style="list-style-type: none"> • Kitty game • Zombie game • My Genie (fortune teller) • News reader • Digital assistants • Sticky • Warrior princess • Digital assistants • Miscellaneous <p>Video clips</p> <p>Website files related to Purchased Assets</p>	A collection of website files related to Purchased Assets, games, applications, and product demonstration video clips.
10	<p>Pre-constructed Rich Medias, including but not limited to:</p> <ul style="list-style-type: none"> • Captain Eyematic • Professor Eyematic • Valley Girl • Dragon • Warrior woman • FaceStation Demo Rich Media (Dave) • Dialog demo Rich Medias 	A collection of 3D Rich Media files.
11	Digital Assistant	A collection of mobile utility applications.
12	Phenom-to-Animation Code Modules	Software modules required achieving speech to animation.
13	Product build utilities and	A collection of data files and software used to

	associated files.	build the software applications.
14	Common Technical Interface (CTI) Utilities	A collection of code modules and libraries that act as an application program interface.
15	FaceStation, excluding all Machine Vision Technology incorporated therein.	Professional level Rich Media creation and animation application.

Schedule 2
Patents

The following pending Patent applications:

Item	Type	Asset	Filings: Country, Status, #Number, Date
1	Application	Title: Communication system and method including rich media tools	1) USA, pending, #09/520479, Mar. 8, 2000 2) Australia, pending, #2001241645, Feb. 21, 2001 3) Brazil, pending, #0109090-9, Sep. 9, 2002 4) Canada, pending, #2402418, Feb. 21, 2001 5) European Patent Office, published, #01912910.5, Feb 21, 2001 6) Japan, pending, #2001-565655, Feb. 21, 2001 7) Republic of Korea, pending, #102002701180, Sep. 9, 2002 8) Mexico, pending, #2002/008729, Sep. 6, 2002 9) Patent Cooperation Treaty, published, #US01/05625, Feb. 21, 2001
2	Application	Title: Method and system for generating an Avatar animation transform using a neutral face image	1) USA, published, #09/915235, Jul. 24, 2001 2) Australia, pending, #2001281335, Jul. 24, 2001 3) European Patent Office, pending, #01959816.8, Jul. 24, 2001 4) Japan, pending, #2002514667, Jul. 24, 2001 5) Republic of Korea, pending, #102003700110, Jul. 24, 2001 6) Patent Cooperation Treaty, published, #US01/41397, Jul24, 2001
3	Application	Title: Method and apparatus for relief texture map flipping	1) USA, abandoned, #09/724320, Nov. 27, 2000 2) USA, published, #10/238289, Sep. 9, 2002
4	Application	Title: Method for mapping facial animation values to head mesh positions	1) USA, published, #09/929823, Aug. 13, 2001 2) USA, published, #10/216662, Aug. 9, 2002
5	Application	Title: Method for compressing video using image-frame ranking assignments	1) USA, pending, #10/005879, Nov.2, 2001

Schedule 3
Trademarks

Trade Mark:	SHOUT3D
Application No:	75786361
Filing Date:	26 August 1999

Schedule 4
Domain Names

shout3d.com
shoutmessenger.com
mygenie.org
shoutinteractive.com

Schedule 5
Contracts

- (1) Source Code License Agreement dated July 8, 2003 by and between Innovative Expressions, Inc. and Seller with respect to xPression Software and Junior Animator Software and the ERK rendering engine.
- (2) Source Code License Agreement dated May 1, 2003, by and between Oculus Info Inc., with offices located at 572 King Street West, Suite 200, Toronto, Ontario and Seller.
- (3) Non-Exclusive Software Distribution Agreement dated April 8, 2002 by and between Digimation, Inc. and Seller.